



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102283-25

In the matter of: Room 3, 469 MILL ST
WINDSOR ON N9C2R7

Between: Chappell & Co. Inc Landlord

And

Crystal Lieberman Tenant

Chappell & Co. Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Lieberman (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 22, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. At the outset of the hearing, I raised my concern that the N8 did not satisfy the requirements of subsection 43(2) of the Residential Tenancies Act, 2006 (the "Act"), which provides, in part:

43(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that... (emphasis added)

4. The N8 that was served on the Tenant provides:

Rent payments have been late in 2025 in the following months: January, February, April, May, July, Sept Rent payments were late in 2024 in the following months: April, May, July, August, September, October, and December. Almost all these rent payments are late beyond 5 days with the majority ranging from two weeks to over a month.

5. In *Ball v. Metro Capital Management Inc.* [[2002] O.J. No. 5931 (Div. Ct.)], the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act were to allow the tenant to be in a position to know the case to be met before the Board, to allow the tenant to decide whether or not to dispute the allegations made by the landlord, and, in the case of a voidable notice, to allow the tenant to stop the conduct or activity or correct the omission. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct. (*Ball v. Metro Capital Management Inc.* [[2002] O.J. No. 5931 (Div. Ct.)], paras. 10 and 12.)
6. The Landlord argued that an N8 is “specific” and is based on “performance,” such that the requirement in *Ball* that a notice should include dates and times does not apply, and that it is sufficient on an N8 for a landlord to identify only the months in which the landlord asserts that the Tenant was late in paying rent. I do not accept that argument.
7. While *Ball* dealt with a notice of termination under section 64 of the Act, I find that the test established by the Divisional Court applies equally to notices of termination given pursuant to other provisions of the Act, including a notice given pursuant to subsection 58(1) based on allegations that a Tenant has persistently failed to pay rent on the date that it becomes due. Subsection 43(2) applies to all notices delivered pursuant to the Act and, as noted below, the Board has applied *Ball* to notices delivered pursuant to subsection 58(1).

Applying the test in *Ball*, I find that an N8 that states only that rent was due in the months listed in the notice and that the Tenant paid rent late in those months does not satisfy the requirements of subsection 43(2). As noted by Vice-Chair Carey in *TEL-85488-17*:

“...at a minimum, a notice under s. 58(1)(a) must inform the tenant that the landlord is asserting the tenant repeatedly pays the rent late and provide sufficient details of those late payments so the tenant knows the case to be met and can decide whether or not to dispute the allegations before the Board.” (*TEL-85488-17*, 2017 CanLII 93838 (ON LTB), para. 12.) See also *TEL-05853-19*, 2020 CanLII 61355 (ON LTB); *TEL-85490-17*, 2017 CanLII 94114 (ON LTB); *TEL-91067-18*, 2018 CanLII 113137 (ON LTB).

8. I find that to satisfy the requirements of subsection 43(2) and *Ball*, a N8 must provide the date on which the landlord asserts that rent was actually paid in the months that the landlord asserts that tenant paid the rent late. In my view, that information is necessary for the tenant to be in a position to know the case to be met before the Board and to decide whether to dispute the allegations made by the landlord in support of the request that the tenancy be terminated and the evicted. Applying the test in *Ball*, I find that the N8 failed to identify the day the rent is due each month and does not include the number of times the tenant has been late in paying rent or when has rent been paid, does not satisfy the requirements of subsection 43(2). As noted by Vice-Chair Carey in *TEL-85488-17*:
9. Based on the above, the Landlord’s L2 application is dismissed

It is ordered that:

1. The Landlord’s L2 application is dismissed.

February 3, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.